

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 21 PAGES	
1. REQUEST NO. 386-05-023		2. DATE ISSUED 08-26-2005		3. REQUISITION/PURCHASE REQUEST NO. 386-0000-3-05052		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5A. ISSUED BY Regional Contracts Office USAID/New Delhi American Embassy, Shantipath Chanakyapuri, New Delhi 110 021 (India) Tel: 91-11-24198796, Fax: 91-11-24198390						6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL: (No collect calls)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Ms. Reema Walia				TELEPHONE NUMBER AREA CODE NUMBER 91-11-24198032		9. DESTINATION a. NAME OF CONSIGNEE	
8. TO: a. NAME (To Prospective Offerors) b. COMPANY						b. STREET ADDRESS	
c. STREET ADDRESS						c. CITY	
d. CITY				e. STATE		f. ZIP CODE	
d. STATE				e. ZIP CODE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) <b>09-16-2005</b>			<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	See Performance Work Statement attached as at Annexure 1 & 2. The offers will be evaluated as per criteria listed at Annexure 3. Annexure 4 "reference sample document" of a past report is available on our website www.usaid.gov/in/						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %		c. 30 CALENDAR DAYS %	
						d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. Name (Type or print)		b. TELEPHONE	
						AREA CODE	
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or print)	
						NUMBER	

52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.243-2	CHANGES-COST REIMBURSEMENT	AUG 1987

**A.1 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS  
(OTHER THAN COMMERCIAL ITEMS) (JUL 2005)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- 1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
    - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
    - (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
    - (iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
    - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
    - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
  - (2) Listed below are additional clauses that apply:
    - (i) 52.232-1, Payments (Apr 1984).
    - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
    - (iii) 52.232-11, Extras (Apr 1984).
    - (iv) 52.232-25, Prompt Payment (Oct 2003).
    - (v) 52.233-1, Disputes (Jul 2002).
    - (vi) 52.244-6, Subcontracts for Commercial Items (Dec 2004).
    - (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:

- i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
  - (A) Is set aside for small business concerns; or
  - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the

Central Contractor Registration (CCR) database as its source of EFT information.)

- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)
- (2) Listed below are additional clauses that may apply:
  - (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).
  - (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
  - (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
  - (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
  - (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A Blanket Purchase Agreement (BPA) is hereby established between Regional Contracting Officer and the United States Agency for International Development under the following terms and conditions incorporated in this BPA:

**ADMINISTRATIVE DATA**

Primary Point of Contact:

Regional Contracting Officer

(Provide complete name, title,  
corporate address, electronic  
mail address and phone number)

Marcus A. Johnson Jr.

USAID/New Delhi  
American Embassy, Shantipath  
Chanakyapuri, New Delhi (India)  
Tel: 91-11-24198796  
Fax: 91-11-24198390

Alternate Point of Contact:

Reema Walia  
USAID/New Delhi  
American Embassy, Shantipath  
Chanakyapuri, New Delhi (India)  
Tel: 91-11-24198032  
Fax: 91-11-24198390Are you a Small Business under NAIC Code 541990 (FAR PART 19.102)?  
YES NOAre you a Small Business Administration (SBA) certified Small  
Disadvantaged Business (SDB)? YES NO

Are you a Woman-Owned Business? YES NO

CAGE CODE:

DUNS NUMBER:

TIN: 0

Cognizant DCAA Office (Include  
complete address):  
(other auditing activity may be  
listed)

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**AUTHORITY**

This BPA is entered into pursuant to the Federal Acquisition Regulation Part 13.303-2.

**DESCRIPTION OF AGREEMENT**

Under this agreement, the BPA holder shall provide "services as per Annexure 1 and 2. The described or services shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to United States Agency for International Development (including geographically separated units and operating locations) only.

**SERVICES AVAILABLE UNDER THIS BPA**

Annexure 1 details all services, with accompanying rates and category descriptions, which may be ordered under this BPA.

**PREVAILING TERMS AND CONDITIONS**

All orders placed against this BPA are subject to the terms and conditions of the all clauses and provisions in full text or incorporated by reference herein:

**A.2 SEGREGATION OF COSTS**

- a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government-directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.
- b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.
- c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

**A.3 REPRESENTATIVE OF THE CONTRACTING OFFICER**

- a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(To be specified when Contract is issued)

- b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.
- c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

**A.4 TASK ORDERS**

- a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

**A.5 LABOR HOUR ORDERS**

- a. It is intended that the majority of orders issued for performance under this BPA will be Cost Reimbursement type. This section applies to such orders only.
- b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.
- c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.
- d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than NIL %. These adjustments are allowable only to the extent that the ceiling price and



the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

- e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique United States Agency for International Development Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an United States Agency for International Development Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.
- f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.
- g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.
- h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against

the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

## A.6 TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and USAID, US Embassy, New Delhi (Govt. Office) or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

## A.7 NONPERSONAL SERVICES

- a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.
- b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the United States Agency for International Development mission but not otherwise available within United States Agency for International Development.
- c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it Contracting Officer immediately.
- d. These services shall not be used to perform work of a policy/decision making or management nature. All decisions relative to

programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

## **A.8 TERM OF BLANKET PURCHASE AGREEMENT (BPA)**

This BPA expires on 09-30-2006 or such later ending date as determined by the exercise of four yearly Options. In no event shall the BPA Exceed 5 years.

## **A.9 OBLIGATION OF FUNDS**

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

The total estimated value of the BPA resulting from this solicitation shall be in the range of \$100,000.00.

## **A.10 AUTHORIZED USERS**

Government Contracting Officers representing United States Agency for International Development is the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

## **A.11 ORDERS**

- a. Order Management Requirements: Delivery of services shall be implemented only if directed by an order. The BPA holder shall respond in no more than 30 working days from the issuance of the order to identify the Contractor's Task Leader. The Contractor's Task Leader shall arrange for a meeting between the BPA holder Task Leader and the COTR to obtain the necessary detailed information to proceed with the task.
- b. Order Procedures: Each Request for Proposal for an order will contain a Statement of Objectives (SOO), or other performance based work statement, describing the program to be supported, a description of the task, evaluation criteria, the deliverables, an order start and completion date, and the COTR. The BPA holder(s) solicited will respond to the SOO with a Performance Work Statement (PWS), a proposed technical solution including labor mix and hours, and a proposed ceiling or fixed price for the order. Note: The Government will accept order proposals only from BPA holders that it has solicited. The PWS and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order. The BPA holder on a per site basis will assign the Task Leader.
- c. Order Accounting: The BPA holder's order accounting system shall

provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number (i.e. "acrn" assigned at the "SubCLIN" level in Section B), if required by the program office. Otherwise, traceability shall be at the CLIN level, to include segregation by Government appropriation (i.e. "color of money"), set forth in the order. Under no circumstances will any invoice exceed the period of performance, hours or dollar amount (ceiling price) for any funded order. The BPA holder will separately track and invoice US Government and FMS charges. All invoices submitted or payment shall clearly identify:

1. Government order number.
  2. Period of performance
  3. Amount due by CLIN
  4. Labor hours provided per labor category
- d. The BPA holder shall prepare and maintain a Funds and Man-hour Expenditure Report for each order. The BPA holder will submit reports, in contractor format, to the COTR and Contracting Officer on a regular basis as defined by each order. Reporting shall include schedule by task, labor hour expenditures by labor category by task, cost reimbursable elements, calendar of supported travel, reviews, meetings and briefings, deliverables status and an estimated completion date. The report shall also identify the most significant cost driver(s) for each task (i.e. Schedule, Type of Program, and Complexity), the value of the driver, and a brief explanation. The Government shall identify a standard set of activities and definitions. For each task, the BPA holder shall identify the approximate percentage of hours allocated to those activities. Until such a time as the Government provides this standard set of activities, the BPA holder will not be required to provide this information. The Funds and Man-hour Expenditure Report will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. These reports will be submitted electronically.
- e. Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price. If the Government concurs with the invoice and the proposed final price is within the ceiling price of the order, the Government will issue an order modification converting the order to a firm fixed price order at the proposed final price.

## A.12 PERFORMANCE

The following terms and conditions are applicable:

- a. All services will be initiated within 45 calendar days following receipt of a valid order, unless otherwise specified in the order.

- b. The BPA holder shall be familiar with Federal Government and United States Agency for International Development acquisition regulations, directives and instructions. If a particular document is required in a specific order, it will be cited within the order's PWS.
- c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct Day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COTR (or program manager) to the BPA holder's Task Leader.
- d. The "ordering period" will run from BPA award to 09-30-2006, or until such ending date of any option year, which may be exercised under the contract. The "performance period" will terminate with the end of the contract, unless the ordering CO elects to extend performance as provided under the GSA contract. The GSA Schedule contract permits extended performance beyond the period of the GSA contract. If the ordering CO elects to extend performance beyond the end of the GSA contract, he/she may extend performance up to six (6) months beyond the end of the order period.
- e. Capitalization Requirements: The BPA holder shall provide their employees sufficient computer equipment to support orders. The BPA holder shall be able to support the automatic transmission of unclassified data only to the requiring Program Office by modem if so requested. Any computers connected to, or transmits to (connected or via magnetic media) the government shall be properly protected from computer viruses. The BPA holder shall be capable of supporting the software packages utilized by United States Agency for International Development for the indicated processors. Specific software packages utilized within a program office shall be stated in the order PWS if it is other than Microsoft Office Professional or Microsoft Project.
- f. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of the contract, this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions or the United States Agency for International Development/CO Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

### A.13 MANAGEMENT CONTROL

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 45 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO

within 30 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to United States Agency for International Development Program Offices, unless other specific arrangements have been made.

#### A.14 INVOICES

- a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.
- b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

#### A.15 OPTION TO EXTEND THE TERM OF THE BPA

- a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days  
  
before the BPA expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.
- c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

**PERFORMANCE WORK STATEMENT (ANNEXURE #1)****SCOPE OF WORK****I. BACKGROUND**

The Financial Review will cover the costs and procedures relating to the India operations or Sri Lanka Operations or else where in South Asia

**II. TITLE**

Financial Review of USAID – Financed firms/recipients in South Asia.

**III. OBJECTIVE**

To determine whether (i) the costs incurred under the grant are allowable, allocable and reasonable under the agreement terms; (ii) an adequate system of internal controls is maintained, and (iii) the grantee/sub-grantee has complied with agreement terms. ``

**IV. FINANCIAL REVIEW PROCEDURES**

The review will involve verification of records, systems and controls to:

- determine that costs incurred are allowable, allocable and reasonable under the agreement terms; and to identify exceptions that have occurred or are likely to occur as a result of inadequate controls.
- evaluate the grantee's internal control structure, assess control risks, and identify exceptions, including material internal control weaknesses.
- determine whether the recipient complied with agreement terms and applicable laws and regulations.

The following procedures, which should be used as the basis for the review, are not all-inclusive or restrictive in nature. Due professional care and judgment should be exercised to expand/modify these procedures as appropriate. The period to be covered by the review will be provided for by each order.

**A. ELIGIBILITY OF COSTS**

1. Review costs billed as well as costs incurred—identifying and quantifying questionable costs. All costs that are not supported with adequate documentation or not in accordance with the agreement terms should be reported as questionable. Questionable costs should be reported in two separate categories: (a) questioned costs that are ineligible; and (b) unsupported costs that are not supported with adequate documentation or did not have required prior approvals or authorizations.

2. Review the Foreign Exchange rates—by which disbursements have been recorded and claimed. Verify that reimbursement claims were prepared at these exchange rates. Note exceptions and if these resulted in any excess billings to USAID.

3. Review accounting records to determine whether costs incurred were properly posted. Note exceptions.
4. Review adequacy and reliability of funds control procedures, including bank reconciliations. Note exceptions.
5. Review procurement procedures to determine that sound commercial practices including open competition were used, reasonable prices were obtained, and adequate controls over the qualities and quantities received were in place. Note exceptions.
6. Determine whether (a) commodities are accounted for and properly classified; (b) control procedures exist and have been placed in operation to adequately safeguard them; and (c) the commodities have been used for their intended purposes in accordance with the agreements.
7. Determine if any advances have been claimed as expenditures.
8. Determine if a system is in place to separately record the initial deposits made for procuring office/residential space, STD/ISD facilities on mobile phones, etc. to facilitate their recovery and refund to USAID at the end of the project.
9. Review the financial reporting required by USAID and determine whether the recipient's accounting system provides the information accordingly. Verify the accuracy and completeness of reports.

## **B. INTERNAL CONTROL STRUCTURE**

1. Evaluate and document the grantee's internal control structure to obtain a sufficient understanding of the design of relevant control policies and procedures. Major internal controls to be evaluated include systems for:

- Ensuring that charges to the USAID activity are proper and supported.
- Management of cash on hand and in bank accounts.
- Management of personnel functions—timekeeping, salaries and benefits.
- Procurement—including control activities for selecting qualified technical assistance personnel to provide technical assistance.
- Management and disposition of commodities—including procedures for recording, use, safeguarding, labeling, and disposal of commodities (such as vehicles, equipment, and tools as well as other commodities) purchased either by the recipient or directly by USAID. Also, controls over the end use of commodities (such as general supplies, building materials, medicines, food, etc.) to ensure that they are either incorporated into the final project sites or otherwise delivered to the final designated beneficiaries in accordance with agreement terms.
- Travel and per diem.
- Ensuring compliance with agreement terms, including its standard and optional provisions, and applicable laws and regulations that collectively have a material impact on the proposed project.



2. Test-check and comment on the adequacy of the functioning of internal controls. Use the information gathered in Step (1) and the test-check results to determine the nature, timing and extent of tests to be performed during the review. Report any weakness in controls along with the effects thereof and action to correct it.

### **C. Compliance with Agreement Terms and Applicable Laws and Regulations**

1. Identify the agreement terms and pertinent laws and regulations and determine which of those, if not observed, could have a direct and material effect on the project. List all standard provisions contained in the agreements as well as project-specific provisions contained in the agreements that cumulatively, if not observed, could have a direct and material effect on the recipient's ability to manage USAID funds. Determine whether the recipient has in place procedures to reasonably ensure compliance with these requirements.

2. Test-check compliance to determine whether:

- payments have been made in accordance with agreement terms
- funds have not been expended for any unauthorized purposes
- there are questionable costs and why these are not considered appropriate
- any commodities are unaccounted or not used for intended purposes, and
- financial reports and reimbursement claims are supported by the books and records.

3. Determine if the amount of cost sharing will be calculated and accounted for as required by the agreement and applicable cost principles. If cost sharing is in-kind, confirm whether the recipient has an acceptable methodology for assigning a monetary value to the in-kind support.

### **V. REPORT OF FINDINGS**

The Contractor will discuss the findings with the grantees and the designated USAID officer as they are developed. Upon completion of the review, the Contractor will prepare a draft report showing funds disbursed by USAID and any areas where there was non-compliance with contract terms, any other findings and recommendations for corrective actions and recovery of questioned costs. The report will include the grantees' comments on the findings and the contractor's response thereto. Three copies of the report shall be submitted to USAID Controller for review and comments. The Contractor shall incorporate USAID comments in the final report and furnish three copies thereof to USAID Controller within 15 days of receipt of the comments on the draft report.

The structure of the report shall be as follows:

1. Executive Summary
2. Background and Scope of Work
3. Review Methodology and Work Performed
4. Details of Findings—presented separately for Costs, Internal Controls, and Compliance
5. USAID Recipient's Comments and Contractor's Response thereto
6. Recommendations

Note: Annexure 4 “reference sample document” of past report is available on USAID/India website [www.usaid.gov/in/](http://www.usaid.gov/in/)

## **ILLUSTRATIVE STATEMENT OF WORK UNDER AN ORDER FOR ASSESSMENT OF INTERNAL CONTROL ASSESSMENT**

### **I. BACKGROUND**

The assessment will cover USAID/India's internal control structure relating to financial management as well the administrative and program operations.

### **II. TITLE**

Assessment of internal controls of USAID/India.

### **III. OBJECTIVE**

To assess whether USAID/India internal control systems provide a reasonable assurance that its operations are carried out efficiently and effectively in compliance with applicable policies.

### **IV. REVIEW PROCEDURES**

The review will involve discussion with concerned officials, review of organizational and programmatic structure, review of policies and procedures, and verification of records to:

- understand the control environment;
- assess potential control risk;
- identify, document and evaluate control techniques;
- test check the controls;
- report on the adequacy of internal controls.

The contractor will obtain a sufficient understanding of internal control components to plan the review and determine the nature, timing and extent of tests to be performed.

Internal controls related to planning, budgeting, managing, accounting, reporting and audits in the following areas will be reviewed as applicable and reported on:

- Program operations
- Financial management
- Administrative management
- Personnel management
- Information systems
- Procurement
- Reports
- Audits

**V. REPORT OF FINDINGS**

The Contractor will discuss the findings with the designated officer for the concerned USAID office as they are developed. Upon completion of the review, the Contractor will prepare a draft report by each of the above listed areas summarizing the related internal control structure followed by the findings and recommendations for corrective actions. The report will include the USAID Officers' comments on the findings and the contractor's response thereto. Three copies of the draft report shall be submitted to USAID Controller, who will be the focal point for the Mission's final review and comments. The Contractor shall incorporate USAID's comments in the final report and furnish three copies thereof to USAID Controller within 15 days of receipt of the comments on the draft report.

The structure of the report shall be as follows:

1. Executive Summary
2. Background and Scope of Work
3. Review Methodology and Work Performed
4. Detailed Findings
5. USAID Comments and Contractor's Response thereto
6. Recommendations

Note: Annexure 4 "reference sample document" of past report is available on USAID/India website [www.usaid.gov/in/](http://www.usaid.gov/in/)

**EVALUATION CRITERIA FOR COMPETITIVE PROCUREMENT**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price, and other factors considered.

Technical and past performances, when combined, are EQUAL to cost and other factors.

**I. TECHNICAL CRITERIA**

The following criteria will serve as the basis for evaluating the technical proposal:

**A. Professional Competence** 60 points

1. Number, type and education qualification of professional overall staff and those who will be assigned to work on USAID tasks (specify each category by educational qualification (chartered accountant, MBA, masters or bachelors degree in finance and accounting) 45
2. Continuing professional education program for professional staff 8  
Provide details of the company's staff training and development program and policy for professional staff to ensure they keep abreast of developments in their field of proficiency. Identify whether or not this program meets the requirements of the National Certifying body for e.g. Institute of Chartered Accountants of India (ICAI), if any, and whether it involves formal (i.e., formal post qualification education program) or informal training decided by the company management as per its personnel policies.
3. Internal quality control system to validate compliance standard audit policies and procedures 7

**B. Understanding of Work to be Performed** 30 points

1. Demonstrated understanding of the scope of work 10
2. Demonstrated understanding of the reporting requirement 10  
Describe how you will structure the report to ensure that the review's scope, methodology, findings and conclusions are adequately reported; the recommendations to correct any identified weaknesses are actionable and feasible; the organization's and USAID's comments are evaluated and considered in preparing the report; and the statements made in the report are supported by documentary evidence.
3. Demonstrated understanding of the documentation requirement 10  
Describe the procedures and processes you would follow to develop support for the review objectives, scope and methodology, including sampling criteria used; extent and quality of

work done; evidence of supervisory review of the work done; the findings, conclusions and judgments; and discussions of findings and recommendations with the organization's management.

### C. Past Performance

Demonstrated professional experience and performance on similar types of reviews 10 points

**Total Points Possible is 100**

## **B. COST**

In order to facilitate take a meaningful comparison of cost factors the offerors are requested to furnish the cost budget in following format only:

Total Direct Labor

Number of staff /professional and rates

Type-

Level 1 (junior level),

Name:

Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Name:

Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Level 2, (mid-level)

Name:

Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Name:

Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Level 3 (Senior level)

Name:

Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Name:

Daily rate charge \$\_\_\_\_\_

Educational Qualification and Experience

Fixed Fee (%) \_\_\_\_\_

Fee/profit is the percentage that will be charged on the daily rate on direct labor cost and other direct costs, and indirect cost such as overhead and general and administrative (G&A), if any. Daily rates are to be stated as fully burdened, that is, stated with all labor cost associated with hiring the individual such as fringe benefits for a workday of 8 hours in duration. Offerors may add more than two individual and state their rates.